

Agreement

between

Honeywell Technology Solutions, Inc. (MOMS)

and

**COMMUNICATIONS WORKERS
of AMERICA, AFL-CIO, Local 2300**



at

Goddard Space Flight Center

Honeywell Technology Solutions, Inc.

November 4, 2007 through November 3, 2010

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INTENT

It is the intent of both the Union and the Company to conduct all matters in accordance with the terms of this Agreement and to maintain a harmonious relationship among all persons who have duties and responsibilities in the administration of the Collective Bargaining Agreement. It is the further intent that the provisions of this Agreement be carried out with fairness on the part of both the Union and the Company.

ARTICLE I – RECOGNITION

1.01 EXCLUSIVE REPRESENTATION

The Company recognizes the Union as the exclusive bargaining representative as certified for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and all other conditions of employment in accordance with the terms of this Agreement for all technical and operations employees employed by the Company at its Goddard Space Flight Center, Greenbelt, Maryland location in the NASA Integrated Support Network (NISN) M&O facilities, but excluding office clerical employees, confidential employees, professional employees, all other employees, guards and supervisors as defined in the Act.

1.02 EFFECTIVITY

This Agreement, effective November 4, 2007, between Honeywell Technology Solutions, Inc. located at the Goddard Space Flight Center, Greenbelt, Maryland, hereinafter referred to as the "Company", and the Communications Workers of America, hereinafter referred to as the "Union", is entered into by the parties to provide an orderly collective bargaining relationship.

1.03 UNION RESPONSIBILITY

The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement. The Union agrees that it will cooperate with the Company to assure a full day's work on the part of the employees covered by this Agreement, individually and collectively, in order for the Company to be in a competitive cost posture. The Union also agrees that it will cooperate with the management in the introduction or operation of new equipment or changes in processes or other methods of providing services. The Union further recognizes the responsibility of its members toward accomplishing various assignments and missions as directed by **Honeywell Technology Solutions, Inc.** for the National Aeronautics and Space Administration (NASA) in an effective and efficient manner.

1.04 OFFICIAL NOTICES REQUIRED BY AGREEMENT

In all cases where "Official Notices" are required by this Agreement, such notices shall be considered as given only where they are submitted by registered or certified mail, return receipt requested, and addressed as follows:

The Company: **Honeywell Technology Solutions, Inc.**
7515 Mission Drive
Lanham, MD 20706
Attn: Human Resources

The Union: Communications Workers of America
17000 Science Drive, Ste. 210
Bowie, MD 20715
Attn: CWA Representative

1.05 NO DISCRIMINATION

Neither the Company nor the Union shall discriminate against any employee because of age, sex, race, color, creed, religion or national origin, because of Union activity, or being disabled veterans or veterans of the Vietnam war era, or because of a certified physical or mental handicap with respect to a position, the duties of which can be performed efficiently by an individual with such mental or physical handicap without danger to the health or welfare of the mentally or physically handicapped person or to others.

Wherever the male gender is used in this Agreement it shall include the female gender where applicable.

1.06 CONTRACT VALIDITY

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby. This Agreement is subject to all applicable Federal and State laws and any rules and regulations issued pursuant thereto. The Company agrees to discuss the implications of a change in law with the Union.

ARTICLE II – RECOGNITION OF RIGHTS

2.01 MANAGEMENT RIGHTS

Except as specifically limited by this Agreement, the management of the Company, and the direction of the working forces, including but not limited to the services performed, the location of the work force, the schedules and fair standards of employee performance, the schedules and hours of shifts, the methods, processes, and means of providing services, the processes, services, and materials to be purchased, the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for just cause, and to maintain efficiency of employees, are the sole and exclusive rights and responsibilities of the Company.

2.02 NO STRIKES, STOPPAGES, SLOWDOWNS, OR LOCKOUTS

It is the intent of the parties that the procedures outlined in this Agreement shall serve as a means for peaceful settlement of all disputes that may arise between the parties.

- a. The Union will not cause, sanction, or permit, nor will any member of the Union cause or take part in any strike, sympathy strike, work stoppage, sit-down, stay-in, slowdown, walkout, or picket, or any curtailment of work or any restriction of services or interference with services in any of the Company's facilities, or picket any of the Company's premises. The Union guarantees fully to support the Company in maintaining its operations whether such activities as described above are brought about by a union or any group or individual.
- b. The Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

ARTICLE III – UNION SECURITY

3.01 UNION SHOP

The Company agrees that employees now in the bargaining unit shall on and after thirty-one (31) days from the signing of this Agreement, and employees employed after the signing of the Agreement shall on and after thirty-one (31) days from the date of their employment, become and remain members of the Union as a condition of

continued employment, provided that nothing herein shall be interpreted to cause a violation of the Labor-Management Relations Act of 1947 or any other applicable law.

3.02 CHECK-OFF OF UNION MEMBERSHIP DUES

(1) Scope

The Company agrees to deduct Union membership dues levied by the International Union or local Union in accordance with the Constitution and By-Laws of the Union from the pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit as covered by this Agreement and who in writing, in accordance with the "Authorization for Check-Off of Dues" form set forth below, has voluntarily authorized the Company to do so.

(2) Authorization Form

The authorization for such deduction of Check-Off of Dues is as follows:

Authorization for Check-off of Dues

To: _____ Date: _____

I hereby assign to the Communications Workers of America, from any wages earned or to be earned by me as your employee, such sums as the Secretary Treasurer of said Union may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sums as may be established from time to time by said local Union in accordance with the Constitution of the International Union. I authorize and direct you to deduct such amounts from my pay, and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization, and direction shall become effective from the date of delivery hereof to you and shall remain in effect unless written notice is given by me to the Company in sufficient time to discontinue such check-off. This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947 and otherwise.

(Employee Signature)

(Date of Signing)

(Address of Employee)

(Employee's Clock No.)

(Type or Print Name of Employee Here)

(Date of Delivery to Employer)

(City)

(State)

(3) Stipulations

- A. Deductions shall be made in conformity with the International Union Constitution and Agreement, By-Laws, applicable State or Federal Laws, and the provisions of this Section of the Agreement.
- B. A properly executed Authorization for Check-Off of Dues form for each employee, for whom Union membership dues are to be deducted hereunder, shall be delivered to the Company before any payroll deductions are made. Deduction shall be made thereafter, only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect.

Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Company.

Thereafter, on or before the fifteenth (15th) day of each succeeding month, the Union shall furnish the Company with any additional executed Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted beginning with the following calendar month.

- C. After receipt of the Authorization for Check-Off of Dues form, the Union membership dues for any calendar month shall be deducted from the first pay received by the employee in the succeeding month in which the employee has sufficient net earnings to cover the Union membership dues.

In the case of employees returning to work after layoff or leaves of absence, who previously have properly executed Authorization for Check-Off of Dues forms, deductions will be made for membership dues as provided herein.

- D. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the International Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- E. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the tenth (10th) day of the following month. The Company shall furnish the designated financial officer of the Union, monthly, with a list of those for whom deductions have been made and the amounts of such deductions.
- F. Any employee whose seniority is broken by death, quit, discharge, or layoff, or who is transferred to a classification not in the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following the month in which the death, quit, discharge, layoff, or transfer occurred. The Union will be notified by the Company of the names of such employees following the end of each month.
- G. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form shall be reviewed with the employee by a representative of the Union and a representative of the Company. Should this review not dispose of the matter, the dispute may be referred to an arbitrator, whose decision shall be final and binding on the employee, the Union and the Company. Until the matter is disposed of, no further deductions shall be made.

(4) Company's Protection

- A. the Company shall not be liable to the International Union or its Local by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.
- B. The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the check-off by the Company of Union initiation fees and membership dues from employees' wages in accordance with this Agreement.

- C. The Union agrees that there shall be no collection of dues or solicitation for Union membership at any time on Company property.

3.03 NOTIFICATION

The Union will be notified of each new employee within the bargaining unit within ten (10) business days of the employee's assignment to the bargaining unit. Notification shall include name, date assigned to the bargaining unit, job classification, work location, rate of pay, and shift assignment.

ARTICLE IV – GRIEVANCE HANDLING

4.01 REPRESENTATION

(1) General

For purposes of processing grievances, the Company shall recognize the four (4) Union Officers; President, Executive Vice-President, Secretary-Treasurer, and NISN Vice President and any member of the bargaining unit designated by the Union as a shop steward.

Stewards or officers required to leave their work assignments for the purpose of handling a grievance shall be released as soon as practicable. Only one (1) steward or one (1) officer shall be required to be released at any given time for the handling of each grievance. (A pass will be furnished by the Company for such purposes.)

The privilege of leaving their work stations during working hours, under this provision, is afforded to the Steward or Officer with the understanding that time spent away from their work will be devoted exclusively to the handling of a grievance and not to conduct other Union business.

The Company shall pay for time spent by the steward or Officer to handle grievances to a limit of two hours per week per officer or steward, non accumulative, or a total of six hours per week for all grievance handling by all officers and stewards.

The Company shall not be required to pay for the time of a Union Officer or Steward who is not an employee of the Company but shall recognize their right to handle a grievance concerning a bargaining unit member who is an employee of the Company.

(2) Notice to Company

The name of the stewards shall be in writing and shall be signed by an authorized representative of the Union and given to the appropriate Company representative prior to their taking office.

(3) Notice to Union

The names of the section supervisors and their responsible sections shall be provided to the Union.

(4) Grievance Handling Time

The Union agrees to keep to the minimum the time required for the handling of grievances.

4.02 GRIEVANCE PROCEDURE

(1) General

If a grievance or dispute should arise with respect to wages, hours of employment or other conditions of employment as specified under the terms of this Agreement, such grievance or dispute shall be taken up only in

accordance with the procedure outlined herein. No complaint will be considered under this procedure with respect to any occurrence, incident, or condition which arose prior to the effective date of this Agreement.

No grievance will be considered which is not submitted to the immediate supervisor under Step One within seven (7) working days after the employee was aware of the occurrence. Retroactive monetary claims shall be limited to a seven (7) working day period prior to the date the grievance was first submitted in writing to the Company, except with respect to a complaint or grievance relating to a payroll check, in which case the time limit is equal in length to the payroll period covered by such check.

Grievances regarding discharges or disciplinary suspension must be filed within five (5) working days from the date of discharge or the commencement date of the suspension. It is agreed that no grievance shall be valid unless appealed within the time limits established within each step of the grievance procedure. Failure to appeal any grievance within these time limits will cause the grievance to be settled on the basis of the last written answer. However, upon mutual agreement, the time limits as specified herein may be extended.

(2) Procedure

Step One:

- (a) Any employee having a complaint, or one (1) designated member of a group having a complaint, first takes it up orally with the immediate supervisor and the steward, if requested.
- (b) In the event the complaint is not settled by this discussion, the steward shall reduce the grievance to writing within three (3) working days on a grievance form provided for the purpose and give it to the immediate supervisor. If the grievance is not resolved during this discussion, the steward shall also sign the grievance record form and request a written answer from the supervisor. The supervisor shall give his decision in writing as soon as possible but in any event within three (3) working days, and sign the grievance form in the space provided. The steward shall indicate his acceptance or rejection of the supervisor's decision and sign the grievance form in the space provided within three (3) working days from the date of receipt of the supervisor's answer.

Step Two:

In the event a satisfactory adjustment is not made in Step One and further appeal is desired, the case must be appealed by the International Representative of the Union or his designated representative to the designated representative of the Company within five (5) working days after the grievance was answered by the supervisor in Step One. If the case is properly appealed, it shall be discussed at a grievance meeting with the Company. The Company's decision shall be written on the grievance form and signed by the Company representative within five (5) working days after the grievance was discussed at the grievance meeting. The Union representative shall indicate acceptance or rejection of the decision within five (5) working days and sign the grievance form.

4.03 ARBITRATION

(1) General

Any grievance falling under the scope of this contract which is not settled in Step Two of the grievance procedure may be submitted to an impartial arbitrator. Notice of intent to appeal any such grievance to the arbitrator shall be filed in writing with the other party within ten (10) calendar days after the final decision has been given by the Company in writing; otherwise, such grievance shall be considered settled.

(2) Selection of Arbitrator

The representatives of the Union and the Company will each submit to the other the names of three (3) arbitrators. Following the submission of their names, the parties will meet to select one (1) of their six (6) arbitrators. In the event the parties are unable to agree on an arbitrator, either or both parties may request the

Federal Mediation and Conciliation Service to submit a panel of nine (9) names to the parties. The parties will then alternately strike names from this panel to select an arbitrator, the Union striking the first name.

After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

(3) Decision of Arbitrator

The arbitrator shall render his decision within thirty (30) calendar days after the closing of the proceedings. The award shall be signed by the arbitrator, and copies of the award shall be delivered or mailed to each of the parties.

There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved by this Agreement, and the Company.

(4) Expenses of Arbitration

Regardless of the outcome of any matter submitted to arbitration, costs thereof shall be borne by the Company and the Union, share and share alike. Such costs shall be limited to the arbitrator's fees and expenses and the hearing room. The cost of any additional services required by either party shall be borne by the party requesting these additional services.

(5) Authority of Arbitration

In disciplinary layoff and discharge cases, the arbitrator shall have the power to adjudge the guilt or innocence of the employee involved and review any penalties imposed on employees and modify or amend penalties, if in his judgment the penalty is too severe. If the arbitrator shall adjudge the employee innocent of the offense for which he was disciplined or discharged and so orders, the Company shall reinstate the employee in full with accumulated seniority, and in case the employee was penalized by loss of working time, pay him back wages less any time during the period the employee was off wherein the Company was not operating resulting from shorter hours, shutdowns for any reason, including emergency and inventory, and less any money the employee received from any other employment during the period he was off, including self-employment, Unemployment Compensation, or Worker's Compensation.

An arbitrator for a particular hearing shall be notified by the parties of the time and place for the hearing, which time and place shall be mutually agreed to. Each party may submit pre- and post-hearing briefs to the arbitrator, which state the position of the parties and furnish to the arbitrator any arguments in support thereof. If either party submits briefs or other written arguments to the arbitrator prior to, during, or following the hearing, the other party will be furnished with copies of such material simultaneously with its being furnished to the arbitrator.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by this Agreement or to arbitrate any new provision into this Agreement. The arbitrator's only authority is to interpret and apply provisions of the Agreement.

ARTICLE V – SENIORITY

5.01 INITIAL REVIEW PERIOD

Any employee who has been in the employment of the Company for ninety (90) consecutive calendar days shall be considered a seniority employee of the Company and granted seniority from his starting date. Until receiving seniority, an employee shall be subject to termination, discipline, or discharge at the sole discretion of the Company.

5.02 DEFINITION AND APPLICATION OF SENIORITY

Bargaining Unit seniority, for purposes of this Agreement, is defined as an employee's length of continuous service in the bargaining unit since his last date of hire. However, employees in the bargaining unit at the date of certification will be credited with their total continuous service at the Goddard Space Flight Center on Predecessor contracts. Where other considerations are substantially equal, bargaining unit seniority shall govern in the application of the terms of this Agreement except as outlined below under the definition of Company Seniority.

Company seniority, for purposes of this Agreement, is defined as the length of an employee's continuous service at the Goddard Space Flight Center on Predecessor contracts. Company seniority shall apply for purposes of determining vacation, holiday, severance pay, jury duty, short term military duty pay, and paid absence allowance credit eligibility.

When employees have the same starting date, seniority order shall be established by the lower number of their individual Social Security numbers, the lower number having the greater seniority.

The Company shall supply the Union with an up-to-date seniority list quarterly.

5.03 LAYOFF AND RECALL

(1) Layoffs, Temporary

A temporary layoff is a layoff not to continue beyond five (5) days resulting from temporary lack of work, partial emergency conditions outside the control of the Company or at the direction of the customer. In such case, the Company will layoff the employee with the least seniority in that occupational classification on the shift affected (i.e., day, afternoon, or midnight), certifications permitting. If the position does not require a certification, then the determination will be based upon qualifications.

(2) Layoffs, Indefinite

An indefinite layoff is a layoff expected to continue beyond five (5) consecutive working days. In such case, the Company will layoff the employee with the least seniority in that occupational classification, certifications of employee permitting. If the position does not require a certification, then the determination will be based upon qualifications.

(3) Bumps

An employee to be placed on indefinite layoff may exercise seniority rights to bump either (1) an employee in an occupational classification that is lower rated than that from which the employee is being laid off, or (2) an employee in an occupational classification that is equally rated to that from which the employee is being laid off, provided the employee holds the current certification(s) in the occupational classification or has occupied such occupational classification prior to the bumping process. He may only bump an employee of lesser seniority and will be required to bump the least senior employee of that occupational classification. To bump, an employee must be capable and able to initially perform the work without loss of efficiency.

An employee who fails or declines to exercise bumping rights at the time of layoff will then remain on layoff until his seniority entitles him to recall.

(4) Recall

Employees working downgraded or in a lateral position due to having exercised bumping rights and employees on indefinite layoff status will be recalled to the job classification from which laid off when their services are required, in seniority order, the most senior first. No opening will be filled by promotion or hire so long as a qualified employee is working downgraded or is laid off from that job classification for which the opening exists.

5.04 TRANSFERS TO AND FROM THE BARGAINING UNIT

Employees transferring into the bargaining unit will be credited with their total Company continuous service for purposes of determining Company seniority including such time they were out of the bargaining unit. Bargaining unit seniority earned will be retained for a one (1) year period from the date of transfer or promotion but will not accumulate such seniority for the period of time they were out of the unit. If the employee is transferred back to the bargaining unit prior to the expiration of the one (1) year period, all bargaining unit seniority acquired before the transfer or promotion will be retained.

5.05 LOSS OF SENIORITY

All seniority of any employee shall terminate if the employee:

- a. Resigns.
- b. Is discharged for just cause.
- c. Is absent three (3) consecutive working days without reporting the cause of such absence in the prescribed manner, unless cause satisfactory to the Company is furnished for such failure.\
- d. Reports within three (3) consecutive working days, but remains away from work for more than seven (7) calendar days, unless an authorized leave of absence has been granted by the Company.
- e. Fails to report his availability in response to a recall from layoff within three (3) consecutive working days after receipt of notice to report, unless cause satisfactory to the Company is furnished for such failure. Fails to report to work from layoff within five (5) consecutive working days after receipt of notice to report unless cause satisfactory to the Company is furnished for such failure.
- f. Fails to return the first day after completion of any authorized leave of absence from work unless cause satisfactory to the Company is furnished for such failure and advance notice of late return is furnished to the Company.
- g. Engages in other gainful employment while on authorized leave, except in cases of educational leaves or leaves of absence for Union business.
- h. Is on layoff for more than eighteen (18) calendar months.

The Company will be entitled to rely upon the last address of an employee as shown in the Company records. Employees shall notify the Company promptly of any change of address and accept a receipt therefore. In case of a dispute, the employee must produce his receipt of notice of a change of address; and failure to produce such receipt will result in no financial obligation on the part of the Company for any loss of wages to the employee.

5.06 TRAINING

When the Company offers training it will first be offered to those employees in accordance with the needs of the Company. Operational requirements permitting, primary consideration will be given to those employees required to provide on-the-job training as specified by this agreement. The Company may offer additional training to other employees in order of seniority within the job classification.

On-the-job training will be the responsibility of the designated lead classification. This however does not preclude using the following job classifications for training purposes in addition to training offered by the supervisors:

- Datalink Operations Coordinator
- Technical Operations Coordinator

ARTICLE VI – HOURS OF WORK AND OVERTIME

6.01 STANDARD WORKWEEK

For the purpose of this Agreement, the work week will begin at 0001, **Saturday**, and will end at 2400 the following **Friday**.

6.02 SHIFTS

For purposes of this Agreement, the first shift is that shift which starts at 7 AM; the second shift follows the first shift and begins at 7 PM.

(a) Continuous Work Schedule

For the purpose of this Agreement a Continuous Work Schedule will consist of employees working on a regular 12 Hour Shift that will consist of the following: 4 days working / 3 days off / 3 days working / 4 days off and a switch between days (7 AM to 7 PM) and evening / night (7 PM to 7 AM) every 28 days. This schedule provides operational and maintenance coverage on a twenty-four (24) hour per day, seven (7) day per week basis.

Employees covered by this Agreement will be compensated for hours worked as set forth in section 6.04.

In keeping with the Company's total quality concepts, the company will consider exploring alternatives to the current continuous work schedule proposed by a team consisting of an equal number of union and management members. This new scheme shall not have an adverse effect on operations or result in cost increases.

6.03 WORK SCHEDULES

(1) Posting

- (a) The Company will post work schedules for all employees four (4) weeks in advance of the first shift shown thereon.
- (b) The Company may change the workdays on the posted weekly work schedules to meet operational requirements. Whenever possible, the Company will give up to one (1) week's prior notice of such change, but in no event later than 1500 Friday of the week before such change is to take place.
- (c) Changes of work hours within the weekly work schedule may be made during the work week with twenty-four (24) hours' notice prior to the start time of the change. In the event the Company provides less than twenty-four (24) hours' notice, the employee affected will receive the applicable overtime premium for all hours worked outside the posted weekly work schedule for that day.

6.04 SCHEDULE OF PAYMENT FOR HOURS WORKED

6.04 SCHEDULE OF PAYMENT FOR HOURS WORKED

(1) Time and One-Half

- (a) Time and one-half shall be paid for all work in excess of forty (40) hours in a pay week.
- (b) Time and one-half shall be paid for all work in excess of twelve (12) hours in a continuous twenty-four (24) hour period beginning with the starting time of the employee's shift.

- (c) Time and one-half shall be paid for work on a shift that starts on a regular off day other than the last day of the off period for an employee. Double time will be paid for work on a shift that starts on the last day of the employee's regular off period.

(2) Double Time

- (a) Double Time shall be paid for all work in excess of sixteen (16) hours in a continuous twenty-four (24) hour period.
- (b) Double Time shall be paid for continuous hours of any shift that starts on a holiday as provided in paragraph 8.09 of this agreement

6.05 PYRAMIDING OF OVERTIME

No employee shall receive more than one overtime rate for the same hours worked, and if more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

6.06 SCHEDULING OF OVERTIME

When overtime is required, the Company will offer overtime to those employees who normally perform the work within the job classification and section that the work is required. Such overtime will be offered first to those employees who normally perform the work within the job classification and section whose schedule immediately precedes the overtime, then to those employees who normally perform the work within the job classification and section whose schedule immediately follows the overtime, then to those employees who normally perform the work within the job classification and section who are not scheduled to work. Overtime shall be offered to employees on straight shifts as they fall with the rotating shift on duty at the time in order of their seniority on that shift providing they perform essentially the same duties as the shift worker. Such overtime will be offered on the basis of seniority.

This procedure will not apply to overtime assigned in the posted work schedules.

The Company will not normally schedule an employee to work over twelve (12) hours in any one day.

In the event no employee who normally performs the work within the job classification and section desires to work overtime, it shall be the prerogative of the Company to require employees to work overtime. When required to work overtime, the employee will not normally be required to work more than three (3) consecutive days at a time, at which time the next least senior employee will be required to work. This procedure will be repeated from least senior to most senior employee as long as the overtime is required and no voluntary coverage is obtained. An employee who does not normally perform the work will not be required to work the overtime.

If an employee is intentionally not offered overtime under the guidelines above, then the employee will be paid his applicable rate for those hours not worked.

ARTICLE VII – LEAVES OF ABSENCE

7.01 GENERAL

Limited leaves of absence for sufficient cause will be granted by the Company upon application from employees who have completed their probationary period. Requests for leave of absence must be made in writing on the form provided for that purpose and must be approved by the Company.

Seniority shall continue to accumulate during the approved leave of absence; however, all such leaves are without pay. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave at least two (2) working days prior to such expiration if additional time is required.

7.02 TYPES OF LEAVES OF ABSENCE

Subject to the conditions stipulated in this paragraph, leaves of absence may be granted for the reasons stated in the following paragraphs:

- (a) Leave of absence for personal business may be granted to an employee when justification satisfactory to the Company is presented and when work schedules permit. An approved leave of absence for personal business shall not exceed fifteen (15) calendar days; and, where possible, employee requesting such a leave shall make his request at least five (5) working days in advance of the effective date of leave. An extension of an additional fifteen (15) calendar days may be granted by the Company upon written request from the employee.
- (b) Leave of absence for legitimate personal health reasons will be granted to an employee for a period of up to six (6) calendar months and may be extended for up to six (6) additional calendar months, when supported by satisfactory medical proof supplied by the employee. An employee requesting a leave of absence for medical reasons shall be subject to examination by the Company physician if the Company determines such an examination is necessary. A leave of absence that is granted for personal health reasons shall be considered to be continuous if the employee is subsequently placed on another leave for the same general condition after working less than thirty (30) working days following completion of the previous leave of absence.

An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the release of his personal physician and subject to the approval of the Company's physician, if required. Such examination shall occur no later than the day before return from leave.

- (c) Leaves of absence in compensable injury and legal occupational disease cases will be granted automatically for the full period of legal temporary disability, and seniority will accumulate for the full period of such leave.
- (d) Any employee who enters into active service in the Armed Forces of the United States will be given a leave of absence for and will accumulate seniority during such period of service. The parties to this Agreement shall comply with current applicable State and Federal legislation concerning military service.
- (e) Leaves of absence for Union business will be granted to officers and representatives of the Union who are employees of the Company and employees who have been selected by the Union as its representatives without pay not to exceed thirty (30) consecutive days to attend such Union functions as conferences, seminars, and Union educational courses, provided that reasonable advance notice is given to the Company. Only two (2) employees will be granted a leave of absence for this purpose at any one time. Up to four (4) employees, but not more than two (2) from the same assignment area may be granted leaves of absence to attend a Union convention as duly elected delegates.

An employee's election or appointment to accept a full time position with the Local or International Union shall be considered good and sufficient reason for obtaining a leave of absence without pay upon the written request from the Union to the Company for a period not to exceed one (1) year, renewable for successive one (1) year periods; it being understood that not more than one (1) employee at one time will be granted leave of absence without pay to accept such full time position with the Union.

- (f) Leaves of absence for education may be granted upon forty-five (45) days' notice provided that the leave does not exceed one (1) year and that the course of education being pursued is of definite value to the employee in connection with his/her job assignment.
- (g) Leaves of absence for an employee to care for a newly-born or newly-adopted child may be granted for a period of up to one (1) month, from the time of birth or adoption to an employee so requesting upon written proof, i.e., Birth Certificate. Employee granted said leave may continue the Group Medical Insurance Program at the regular employee contribution rate for one (1) month.

- (h) Leaves of absence for an employee to care for a seriously ill dependent may be granted for a period up to three (3) months. Employees granted said leave may continue the Group Medical Insurance Program at the total group premium rate plus two (2) percent.

7.03 RETURN FROM LEAVES OF ABSENCE

When leaves of absence are granted, the employee, upon return to active employment, will be returned to a job of like classification if such a job still exists, and provided the employee's seniority standing entitles him to the position. However, if circumstances have eliminated such comparable jobs, the employee will be reclassified to the most nearly comparable job for which he is qualified to perform in an efficient manner with normal orientation, but without training and to which his seniority standing will entitle him.

When an employee fails to return to work at the expiration of the approved leave of absence, the employee will be terminated.

When an employee accepts gainful employment during leaves of absence, except in cases of educational leaves or leaves of absence for Union business, the employee will be terminated.

ARTICLE VIII – PAY PROVISIONS

8.01 WAGE ADMINISTRATION

Employees shall progress to the single rate of pay for each job classification as hereinafter provided:

- (a) An employee who is promoted to a higher rated job classification, will be placed in the single rate of pay of the new job classification.
- (b) An employee who is transferred to another job classification, which carries the same single rate of pay shall be transferred at his present rate.
- (c) An employee who is placed in a lower rated classification shall be transferred to the single rate of pay of that classification.

8.02 JOB CLASSIFICATIONS AND LABOR GRADES

<u>Job Classification</u>	<u>Labor Grade</u>
Voice Technical Operator Lead	VIII
Chief Technician (Lead)	VII
Voice Technical Operator A	VII
Datalink Operations Coordinator	VII
Technician A	VI
Technical Operations Coordinator	VI
Documentation Coordinator A	V
Voice Operations Coordinator (Lead)	V
Technician B	IV
Documentation Coordinator B	IV
Administrative Assistant	IV
Facilities Helper	II

In addition to the normal work responsibilities, the Lead function will include: 1) Assigning work, 2) Performing on the job training, and 3) Keeping employees gainfully employed.

8.03 WAGES

Under the terms of this Agreement, the labor grade structure shall be effective as follows:

Schedule 1	November 10, 2007
Schedule 2	November 8, 2008
Schedule 3	November 7, 2009

The general wage increases granted during the life of the Agreement are added to single rate of pay of the basic wage schedule.

8.04 SHIFT DIFFERENTIAL

Shift premium of \$1.00 will be paid for employees working on the evening/night shift (7 PM to 7AM).

8.05 CALL BACK AND REPORTING PAY

(1) Call Back Pay

An employee who is called back to the Company to perform work after the end of his shift, shall be paid on the basis of the number of actual hours worked at the overtime rate, or shall be paid a minimum of four (4) hours pay at the applicable rate.

(2) Reporting Pay

An employee who reports for work and has not been notified, prior to reporting, that no work is available, shall receive four (4) hours of work or four (4) hours of pay, at his applicable rate, in lieu thereof, except in case of strike, or where lack of work was caused by an act of God or other conditions beyond the Company's control.

8.06 BEREAVEMENT PAY

When death occurs in an employee's immediate family, i.e., current spouse, parent or stepparent, or Legal guardian, or surrogate parent, parent or stepparent of current spouse, grandparent, grandparent of current spouse, child or stepchild, grandchild, brother or stepbrother, sister or stepsister, the employee on request, will be excused for any three (3) consecutive regularly scheduled working days (excluding scheduled days off) commencing not later than the day of the funeral. If the funeral occurs more than 500 miles away from the employee's residence, the employee will be excused for any four (4) consecutive regularly scheduled working days as defined above. After making written application, the employee shall receive pay for any scheduled hours of work up to eight (8) per day for which he is excused, (excluding scheduled days off) provided he attends the funeral and provides satisfactory evidence of his attendance to the Company.

In the event of the death of a sister or brother of the employee's current spouse, the employee will be granted two (2) days off for the purpose of attending the funeral.

Payments shall be made at the employee's regular rate (excluding any premium) as of his last day worked.

Time thus paid will not be counted as hours worked for purposes of overtime.

8.07 JURY DUTY

An employee with 90 days or more of seniority who is called to and reports for jury duty or is subpoenaed to appear in court as a witness shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference between the employee's regular rate, exclusive of any premiums, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travel allowances for reimbursement of expenses). The Company's obligation to pay an employee for

performance of such duty is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment, an employee must give the Company prior notice that he has been summoned for such duty and must furnish satisfactory evidence that such duty was performed on the days for which he claims such payment. The provisions of this Article are not applicable to any employee who, without being summoned, volunteers for such duty. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case.

8.08 SHORT-TERM MILITARY DUTY PAY

An employee with 90 days or more of seniority who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty training as a member of the United States Armed Forces Reserve or National Guard, shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work or the Company and does not work, an amount equal to the difference, if any, between (i) the employee's regular rate on the last day worked, exclusive of any premiums, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (ii) his daily military earnings (including all allowance except for rations, subsistence, and travel). The Company's obligation to pay an employee for performance of military duty under this Article is limited to a maximum of ten (10) scheduled working days in any calendar year, if taken individually (or fifteen (15) calendar days, if taken in one (1) consecutive period, except where the days of such active duty are the result of local state of emergency or riot, in which case they shall not be chargeable against the ten (10) scheduled working day maximum.

In order to receive payment under this Article, an employee must give the Company prior notice of such military duty and, upon his return to work, must furnish the Company with a statement of his military pay while on such duty. All time reimbursed will be at the straight time rate.

8.09 HOLIDAY PAY

The holidays to be observed during the life of this Agreement are as follows:

First Contract Year

Thanksgiving Day	Thursday, 11/22/2007
Day After Thanksgiving	Friday, 11/23/2007
Christmas Eve	Monday, 12/24/2007
Christmas Day	Tuesday, 12/25/2007
New Year's Eve	Monday, 12/31/2007
New Year's Day	Tuesday, 01/01/2008
Good Friday	Friday, 03/21/2008
Memorial Day	Monday, 05/26/2008
Independence Day	Friday, 07/04/2008
Labor Day	Monday, 09/01/2008
Veterans' Day	Thursday, 11/11/2008
Floating Holiday	**

Second Contract Year

Thanksgiving Day	Thursday, 11/27/2008
Friday after Thanksgiving	Friday, 11/28/2008
Christmas Eve	Wednesday, 12/24/2008
Christmas Day	Thursday, 12/25/2008
New Year's Eve	Wednesday, 12/31/2008
New Year's Day	Thursday, 01/01/2009
Good Friday	Friday, 04/10/2009
Memorial Day	Monday, 05/25/2009
Independence Day Observed	Friday, 07/03/2009
Labor Day	Monday, 09/07/2009
Veterans' Day	Wednesday, 11/11/2009
Floating Holiday	**

Third Contract Year

Thanksgiving Day	Thursday, 11/26/2009
Friday after Thanksgiving	Friday, 11/27/2009
Christmas Eve	Thursday, 12/24/2009
Christmas Day	Friday, 12/25/2009
New Year's Eve	Thursday, 12/31/2009
New Year's Day	Friday, 01/01/2010
Good Friday	Friday, 04/02/2010
Memorial Day	Monday, 05/31/2010
Independence Day Observed	Monday, 07/05/2010
Labor Day	Monday, 09/06/2010
Veterans' Day	Friday, 11/11/2010
Floating Holiday	**

All employees covered by this Agreement will be paid for the holidays defined above provided they meet all of the eligibility rules unless otherwise provided herein:

(a) The employee has thirty (30) days' service as of the date of the holiday;

or

An employee recalled under this Agreement had thirty (30) days service prior to an indefinite layoff and is on layoff less than eighteen (18) calendar months.

(b) The employee would otherwise have been scheduled to work on such holiday if it had not been observed as a holiday;

(c) That the employee has worked the last full regularly scheduled working day before the holiday and the next full regularly scheduled working day after the holiday.

When one of the holidays falls within an eligible employee's approved vacation period, and the employee is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for that holiday.

Employees with the necessary seniority who have been laid off in a reduction of force or who have gone on a sick leave or on an approved leave of absence during the work week prior to or during the week in which the holiday falls or who return to work from sick leave, leave of absence, or layoff following the holiday but during the week in which the holiday falls shall be eligible for pay for that holiday.

Full-time employees eligible under these provisions will receive eight (8) hours of pay at their regular straight-time hourly rate exclusive of any premiums.

Employees who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report and perform such work without reasonable cause shall not receive holiday pay.

When a holiday falls on Saturday and is observed on Saturday, an employee shall receive holiday pay provided he is otherwise eligible. However, employees on standard work schedules will observe such holiday on the preceding Friday.

In the administration of the holiday pay eligibility language, the Company assures the Union that in cases where an employee has not worked the last full regularly-scheduled working day before or the next full regularly-scheduled working day after a holiday, that holiday pay will not be withheld if the employee has been excused for such day.

This assurance applies to short-term absences and is not intended to affect the provisions covering various types of leave of absence.

8.10 VACATION ALLOWANCE

Employees shall earn vacation on a "earn as you go" basis as follows. Employees will earn 1/12 of their Annual Vacation Allowance (based on the schedule listed below) per month of employment. For purposes of this calculation, an employee who works a single day in a calendar month will be treated as having been employed with the company for that entire month. All vacation is tracked and earned on a weekly basis, with reference to the applicable calendar year schedule. Employees are not eligible to take paid vacation until it is accrued. In other words, paid vacation may not be taken if it will result in a negative vacation balance.

An employee's Annual Vacation Allowance depends on length of service as set forth in the following schedule:

Length of Service as of January 1:

<u>Vacation Grant</u>	
Less than 1 year	6.66 hrs/mo.
1 year, but less than 6 years	10 days
6 years, but less than 7	11 days
7 years, but less than 8	12 days
8 years, but less than 9	13 days
9 years, but less than 10	14 days
10 years, but less than 15	15 days
15 years, but less than 16	16 days
16 years, but less than 17	17 days
17 years, but less than 18	18 days
18 years, but less than 20	19 days
20 years or more	20 days

An additional day of vacation will be granted to employees if any of the recognized holidays falls within their vacation period.

An employee who is laid off or dies during the vacation year shall be entitled to pay or payment for accrued, unused vacation to the employee's estate if the employee is deceased.

Payments in lieu of vacations will not be made. However, an employee may be permitted to carryover up to thirty (30) days (240 hours) of vacation from one vacation period to the following vacation period. At no time will an employee be permitted to have more than thirty (30) days (240 hours) of carryover.

The vacation period will normally fall between January 1 and December 31 of the current year.

Vacation may not be taken for the time periods of less than one (1) hour.

Employees may not take vacations that begin in the current vacation year and end in the subsequent vacation year or combine a vacation in the current year with that of the following year.

Employees will be paid for vacation at the time they take such vacation.

8.11 PAID ABSENCE ALLOWANCE CREDIT

Upon approval of his immediate supervisor, an employee shall be paid for absence due to personal illness, personal injury, or urgent personal business, at the employee's straight time hourly rate for a period of up to forty (40) working hours in any twelve (12) consecutive month period beginning with **January 1**. Payment to an employee for urgent personal business reasons shall be made provided permission for such absence is obtained from his supervisor. Absences shall be charged against such payment allowances in one (1) hour increments.

If an employee has service of more than one (1) year as of the **January 1** focal date of any year, the immediate supervisor may request that payment be extended beyond forty (40) working hours in any such year so that the total maximum allowable, depending upon length of seniority shall be as follows:

Service (Years)	Incidental Annual Allowance	Major Disability Annual Allowance	Carryover Incidental	Carryover Major Disability	Maximum Total Allowance*
Date of Hire to 3 months	0	0	0	0	0
Greater than 3 mos. But less than 1 year	40 hrs	0	0	0	Up to 40 hrs*
Greater than 1 year but less than 2 years	40 hrs	16 hrs	Up to 24 hrs	0	Up to 80 hrs*
Greater than 2 years but less than 3 years	40 hrs	32 hrs	Up to 48 hrs	Up to 80 hrs	Up to 200 hrs*
Greater than 3 years	40 hrs	88 hrs	Up to 96 hrs	Up to 80 hrs	Up to 304 hrs*

* Total Allowance will vary depending on how many Incidental and Major Disability hours an employee has carried over.

An eligible employee may carryover up to a maximum of eighty (80) hours of earned, unused major disability days each anniversary year which may be added to the major disability allowance for which he is eligible in the next anniversary year.

An employee may be allowed payment for personal business provided the employee gives at least eight (8) hours notice, personal illness or injury for the first (40) working hours in any twelve (12) month period starting **January 1** of the current year without offering proof for the reasons of the absence. Payment beyond this initial forty (40) hour period for personal illness or personal injury shall be made only upon presentation of a medical certificate by the employee. Hours counted shall be those which fall within the five (5) working days of the employee's regular work week as applicable.

Further, payment beyond the initial forty (40) hour period may be made for urgent personal business up to a maximum of forty (40) hours. Any days used will be deducted from Major Disability (Leave of Absence) hours. Urgent personal business shall be subject to prior approval of the supervisor and limited to one day for each occasion except where extenuating circumstances exist. For purposes of this Agreement, urgent personal business is limited to:

- (a) Illness in the immediate family (as defined under bereavement, paragraph 8.06).
- (b) House Settlements
- (c) Mandatory Court Appearances occurring during employee's working hours.

- (d) Fire/Theft of the employee's dwelling requiring the employee's absence during working hours, and limited to the day of occurrence.

The Company will require supportive documentation prior to the payment of urgent personal business (UPB). UPB requests must be submitted twenty-four (24) hours in advance of the time needed.

An employee who is entitled to Paid Absence Allowance under this section and who does not use forty (40) or more total hours during the 12-month period following the **January 1** eligibility date shall be paid for the unused portion of these forty (40) hours based on his straight time hourly rate as of **January 1** or elect to carry over such hours.

Whenever an employee does not give at least four (4) hours' notice prior to the start of the employee's shift for the first forty (40) hours of absence, such absence shall be included for purposes of determining an employee's absence rate relative to disciplinary action.

8.12 SEPARATION PAY

Any employee with one (1) or more years of seniority will be entitled to separation pay in accordance with the applicable schedule as stated below provided he is laid off for lack of work for a period in excess of thirty (30) calendar days and provided he meets the eligibility requirements established herein:

- A. For employees who have a seniority date on or before November 23, 1982, the following schedule shall apply:

<u>Length of Seniority</u>	<u>Weeks of Separation Allowance</u>
Less than 1 year	None
1 but less than 3	2
3 but less than 4	3
4 but less than 5	4
5 but less than 6	5
6 but less than 7	6
7 but less than 8	8
8 but less than 9	9
9 but less than 10	10
10 but less than 11	11
11 but less than 12	12
12 but less than 13	14
13 but less than 14	15
14 but less than 15	17
15 but less than 16	18
16 but less than 17	20
17 but less than 18	21
18 but less than 19	23
19 but less than 20	24
20 years and over	26

- B. For employees who have a seniority date of November 24, 1982, or thereafter, the following schedule shall apply:

<u>Length of Seniority</u>	<u>Separation Allowance</u>
Less than 1 year	None
1 but less than 2	20 hours
2 but less than 3	40 hours
3 but less than 4	60 hours
4 but less than 5	80 hours
5 but less than 6	100 hours
6 but less than 7	120 hours
7 but less than 8	140 hours
8 and over	160 hours

Payment shall be made on the basis of the employee's base straight time hourly rate at the time of layoff. No separation pay is due or payable until the employee has been on layoff for thirty (30) consecutive calendar days. No employee shall receive separation pay when the layoff is due to causes beyond the control of the Company such as, but not limited to, the following examples: fire, flood, explosion, bombing, earthquake, or picketing.

An employee who receives separation pay and who is subsequently recalled to employment with the Company within eighteen (18) months from the date of layoff, shall not again be eligible for additional separation pay until he has accumulated one (1) additional year of seniority. The separation payment made to a recalled employee shall be calculated as the separation pay applicable to the employee's total seniority less any separation pay previously paid.

ARTICLE IX – INSURANCE

The parties have provided for an Insurance Program, and no matter respecting the provisions of the Insurance Program shall be subject to the grievance procedure established in this Agreement.

The employees covered by this Agreement will have the same hospital, medical and surgical plan, dental plan, and employee contributions as the salaried employees as they may be changed from time to time.

The employees covered by this Agreement will have the following healthcare cost share:

- 21% Cost Share effective January 1, 2008
- 23% Cost Share effective January 1, 2009
- 25% Cost Share effective January 1, 2010

ARTICLE X – PENSION/SAVINGS

The parties have provided for a savings plan and no matter respecting the provisions of the plan shall be subject to the grievance procedure established in this Agreement.

Union employees at Honeywell's Goddard, Maryland facility hired by Honeywell on January 1, 2004 in connection with the MOMS Contract who previously participated in the Bendix Hourly Pension Plan (the "Plan") shall have their service with their employer as of December 31, 2003 counted as "Vesting Service" only under the plan to the extent that such service would have been recognized as Vesting Service under the Plan had such service been performed for Honeywell. No matter respecting the provisions of the plan shall be subject to the grievance procedure established in this Agreement.

ARTICLE XI – GENERAL PROVISIONS

11.01 WORKING ASSIGNMENTS

It is understood and agreed between the parties that employees may be temporarily assigned to perform work outside their current job classifications. When such work assignments occur, the employees involved shall not suffer a loss in base rate as a result of such assignment.

Employees outside the Bargaining Unit shall not perform the regular and exclusive work of the Bargaining Unit employees, except for purposes of instruction, experimentation, on new or modified equipment or programs, emergencies, or for other brief periods when qualified Bargaining Unit employees are not available. Employees out of the Bargaining Unit may perform Bargaining Unit work for the purpose of "hands-on-experience," provided that no Bargaining Unit employee is displaced or suffers any loss of regular or overtime pay.

The parties agree to explore ways to increase the involvement of Bargaining Unit employees in the development, modification, and/or implementation of equipment. However, it is recognized that such work is not the regular and exclusive work of the bargaining unit. This clause shall not be used for the purpose of avoiding overtime payments.

The parties acknowledge that installation of new or modified equipment, as designated by NASA, is not the regular and exclusive work of the Bargaining Unit, provided that such work will not result in the reduction of the number of Bargaining Unit employees.

11.02 PROMOTIONS

When vacancies occur, the Company shall promote the employee the Company finds best qualified of the employees being considered. However, where the Company finds the qualifications of two or more employees substantially the same, it will select from among them the employee with the greatest amount of seniority. In the event that no bargaining unit employee possesses the qualifications for the job, as determined by the Company, the Company may fill the job from outside the bargaining unit.

The Company will notify the Union of vacancies it intends to fill by promotion or from outside the bargaining unit.

11.03 DISCIPLINE AND DISCHARGE

The Company may discipline, suspend, or discharge any employee for good and sufficient cause. In the event the Union wishes to challenge the discharge or suspension of any seniority employee, they shall within five (5) working days from the date of said disciplinary action, file a grievance request in writing for a hearing with the designated representative of the Company. If requested by the Union, a hearing between the designated representative of the Company and the grievance committee will be held within three (3) working days after the receipt of the request for a hearing. If such employee fails to make the complaint as herein provided, or if he fails to appear at such hearing unless it is not practicable for the employee to be in attendance, or upon the hearing is not found to have been unjustly disciplined or discharged, the action shall be absolute as of the date of the action. The Company will review and render a decision in writing on the case within three (3) working days from the date of such hearing.

If the decision of the Company is not accepted by the Union, the International Representatives notify the Company in writing within five (5) working days from the date of such decision that the case is to be appealed to arbitration; otherwise, the case shall be considered closed.

11.04 NEW JOBS

Whenever the Company determines it appropriate to create a new job title or job classification in the Bargaining Unit or to restructure or redefine an existing one, the Company shall notify the Union in writing of such job title or job classification and shall furnish, where appropriate, a new proposed skills catalog for said job title or job classification and rate of pay. The Union shall have thirty (30) days from the date of establishment in which to challenge the rate of pay. If necessary, such rate is subject to the grievance procedure up to and including Arbitration.

11.05 SECURITY CLEARANCE

Any employee covered by this Agreement will be submitted for a Security Clearance, if required. If the request for clearance is not granted, the employee will be terminated. In the event an employee transferred from another job classification in the bargaining unit and was not granted the required Security Clearance, he may return to the job classification from which transferred, seniority permitting.

11.06 EDUCATIONAL ASSISTANCE

(1) Statement of Policy

A bargaining unit employee who is pursuing a course of study conducted by a recognized, nonprofit college or university or by an educational institution accredited by nationally recognized agencies or associations (may include correspondence courses, trade courses, technical courses, and related courses) may be reimbursed for the costs of tuition and fees incidental to such course of study. Educational assistance awards fall into two categories:

- (a) General Award - reimbursement is made for 75% of the costs of tuition and fees up to a maximum of \$850 per school year upon attaining a course grade of "C" or above.
- (b) Advanced Degree Award - employees in pursuit of an advanced degree (Master's Degree, Doctorate Degree, etc.) may be reimbursed 100% of the costs of tuition and fees up to a maximum of \$1000 per school year upon attaining a course grade of "A" or "B".

(2) Eligibility

The following requirements must be met in order for a bargaining unit employee to be eligible for reimbursement under this provision:

- (a) The applicant must be a full time bargaining unit employee working forty (40) hours per week while participating in the program.
- (b) Courses of study must be related to an employee's current work assignment or probable future work assignment, and taken outside scheduled working hours.
- (c) The applicant is not eligible for educational benefits under the G.I. Bill of Rights or any type of scholarship or fellowship offered by an educational institution.
- (d) Courses for which reimbursement is sought under this provision will be approved prior to enrollment by the Company.
- (e) Courses for which reimbursement is sought under this provision will be restricted to those conducted by recognized, non-profit colleges or universities. The Company may, at its discretion, approve courses offered by other schools such as electronics, drafting, or design when such courses are not available through colleges or universities but are offered by specialized institutions recognized by national accrediting agencies.
- (f) Correspondence courses and extension courses will be approved under this program only if they are conducted by recognized, nonprofit colleges or universities or other institutions that are approved by nationally recognized accrediting agencies.

11.07 SAFETY AND HEALTH

The Company will make reasonable provisions for the safety and health of the employees at the site during the hours of their employment.

The Company will provide the Union, on a timely basis, with copies of safety inspection results.

11.08 DRUG FREE WORKPLACE

Both the Company and the Union support the goal of a drug free work force. Towards that end, the Union will cooperate with the Company in the implementation of guidelines to achieve this goal.

Employees will be subjected to drug and alcohol substance abuse testing for just cause. When just cause is determined, the employee, upon request, will be allowed appropriate union representation.

Test results will be maintained in confidence. Samples taken will not be used for other purposes.

Further, it is recognized that the Company may establish and implement specific policies and procedures, including testing procedures to comply with customer or federal regulations.

ARTICLE XII – DURATION

This Agreement settles in full all of the demands of the Union, and the Union agrees it will make no further demands of any kind for the duration of the Agreement.

This Agreement is effective November 4, 2007 and shall remain in full force and effect until midnight, November 3, 2010, and shall thereafter be continued in full force and effect from year to year unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days.

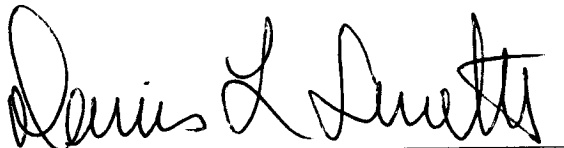
Unless by mutual agreement, during the term of this Agreement neither party shall demand any change in this Agreement, nor shall either party be required to bargain with respect to this Agreement, nor shall a change in or addition to this Agreement be an objective of or be stated as reason for any strike or lockout or other exercise of economic force or threat thereof by the Union or the Company.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

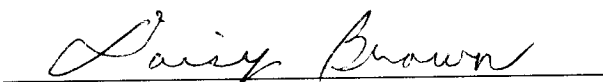
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

FOR THE: COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:



Dennis Serrette
CWA District Representative

FOR: LOCAL 2300:



Daisy Brown
President, CWA, Local 2300

FOR HONEYWELL TECHNOLOGY SOLUTIONS, INC.



Gregory Ford
HR Director

APPENDIX "A"

Wage Schedules Honeywell Technology Solutions, Inc. Goddard Space Flight Center

Wage Schedule 1 - Effective November 10, 2007

LABOR GRADE	SINGLE RATE
I	\$ 12.29
II	14.66
III	17.78
IV	20.86
V	23.27
VI	24.80
VII	25.86
VIII	26.89

Wage Schedule 2 - Effective November 8, 2008

LABOR GRADE	SINGLE RATE
I	\$ 12.66
II	15.10
III	18.31
IV	21.49
V	23.97
VI	25.54
VII	26.64
VIII	27.70

Wage Schedule 3 - Effective November 7, 2009

LABOR GRADE	SINGLE RATE
I	\$ 13.07
II	15.59
III	18.91
IV	22.19
V	24.75
VI	26.37
VII	27.51
VIII	28.60

LETTER OF ADMINISTRATION

November 24, 1982

Mr. J. E. Mazzi
Communications Workers of America
30 E. Padonia Road, Suite 205
Timonium Maryland 21093

Dear Mr. Mazzi:

With respect to offering overtime to employees, the parties agree that an intentional bypass, where the employee is paid the applicable rate for hours not worked, shall include the following:

- When management fails to adhere to the procedures for overtime call-in set forth in the current agreement and internal policy.
- When management fails to call an employee who is qualified to perform the work and whose name appears on the posted schedule, the first bypass between a supervisor and an employee shall be considered as unintentional. Any further such incident between the same supervisor and the same employee within a twelve (12) month period shall be considered as intentional.

An unintentional bypass, where the Company does not compensate the employee for hours not worked, shall include those instances when an employee is not called because his/her name does not appear on the posted schedule. Each employee is responsible for informing management immediately of any errors or omissions from the posted schedule.

It is understood that each employee is responsible for keeping management informed of his/her current telephone number and, it is further understood that the Company is required to make only one attempt to contact the employee at that number.

The parties agree to explore ways in which the call-in procedure can be simplified and improved.

LETTER OF ADMINISTRATION

Inclement Weather Emergencies

The Company agrees to the following practice during inclement weather emergencies which affect Goddard Space Flight Center and the Baltimore/Washington Metropolitan Area.

Those employees considered essential arriving at work at a time later than their normal start of shift during these times will not be held accountable under the Absentee/Tardiness Policies.

LETTER OF ADMINISTRATION

Company Policies

Mr. C. Sangmeister
Communications Workers of America
1015 20th Street, N.W., Suite 312
Washington, D. C. 20036

August 27, 1976

Dear Mr. Sangmeister:

The following Company policies will be extending to bargaining unit employees with the understanding that such policies will be subject to modification of Bendix Field Engineering Corporation Policies.

Mileage Reimbursement for Private Vehicles
Temporary Duty Assignments

P. V. Bonolis,
Manager, Labor Relations

LETTER OF ADMINISTRATION

Premium Days on Continues Work Schedules

Mr. C. Sangmeister
Communications Workers of America
1015 20th Street, N.W., Suite 312
Washington, D. C. 20036

August 27, 1976

Dear Mr. Sangmeister:

For purposes of designating overtime premium work days for employees on Continuous Work Schedules currently being observed and as provided in ARTICLE VI of the Union Management Agreement dated August 27, 1976, the sixth and seventh scheduled days of work of the work week will be as indicated below:

		Week 1							Week 2						
		M	T	W	T	F	S	S	M	T	W	T	F	S	S
All															
Shifts		WD	WD	WD	WD	WD	6th	7th	6th	7th	WD	WD	WD	WD	WD
		Week 3							Week 4						
		M	T	W	T	F	S	S	M	T	W	T	F	S	S
All															
Shifts		WD	WD	6th	7th	WD	WD	WD	WD	WD	WD	WD	6th	WD	7th

LEGEND: WD - Work Day
 6th - Designated 6th Work Day
 7th - Designated 7th Work Day

P. V. Bonolis,
Manager, Labor Relations

LETTER OF ADMINISTRATION

Notice of Indefinite Layoffs

Mr. C. Sangmeister
Communications Workers of America
1015 20th Street, N.W., Suite 312
Washington, D. C. 20036

August 27, 1976

Dear Mr. Sangmeister:

In the event it becomes necessary to initiate an indefinite layoff as defined in the Union Management Agreement, the Company will provide the Union advance notice of such layoff indicating the number of employees and job classifications to be affected.

The Company expects that advance notice would be of at least one week prior to layoff, except in cases where the customer requires that such layoffs be initiated sooner.

P. V. Bonolis,
Manager, Labor Relations

LETTER OF ADMINISTRATION

Pay Practices

February 14, 1985

Mr. James Mazzi
CWA Representative Communications Workers of America
30 E. Padonia Road Suite 205
Timonium, Maryland. 21093

Re: Grievances 04-83, 05-83, 06-83

Dear Mr. Mazzi:

In accordance with an understanding reached between the Union and the Company on February 13, 1985, the parties agree that the midnight hour (2400 hours) will be the cut off for the computation of working hours and pay rate which began with the starting time of the shift on:

- Holidays specified in the CBA
- 6th working days in the workweek
- 7th working days in the workweek
- Sundays (end of the workweek)

NOTE: It is agreed that hours worked on a shift beginning on the 5th day and concluding on the 6th or 7th day will not require premium pay as a result of this agreement. The provisions of Article VI Hours of Work and Overtime shall be applied consistent with the above understanding.

Upon acceptance of this agreement the Company will recalculate the hours specified in the above grievances making adjustments which conform to this understanding.

I believe this resolution constitutes a full and final settlement of the issue. Should you concur please sign and return a copy of this correspondence.

LETTER OF ADMINISTRATION

New Equipment/Technological Changes

If during the life of this agreement new equipment or technological changes are to occur which potentially impact the bargaining unit by the elimination of a position or positions, before any positions are removed and placed out of the bargaining unit, the following shall occur:

1. The Company will promptly notify the Union of such proposed changes, the timeline for the proposed changes, and the expected impact on the bargaining unit.
2. A Technological Change Committee composed of two representatives from the Company and two representatives from the Union will meet to discuss the placement of the position or positions. The Committee shall consider whether familiarization, orientation or training / certification should be provided to the unit employee or employees, provided they meet the entry qualifications required for the position with a view toward keeping the new position or positions in the bargaining unit.
3. The Technological Change Committee will render a prompt recommendation to the Company. The Company's decision shall be subject to the grievance procedure to the extent that employees outside the bargaining unit are performing bargaining unit work in violation of Section 11.01 of this agreement

LETTER OF AGREEMENT

This letter will confirm our agreement regarding the implementation of Section 8.11 of the Collective Bargaining Agreement. A newly hired employee will be advanced five (5) days of Sick/UPB leave at the completion of ninety (90) days of employment with EER. However, that employee will not receive an additional five (5) days of Sick/UPB leave on the January 1 following the year in which the leave was advanced.